

## West Valley City Housing Authority Professional Services Agreement

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**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the West Valley City Housing Authority, (hereinafter referred to as the “WVCHA”) and Dave Bess Plumbing & Heating, (hereinafter referred to as “Bess”).

### **W I T N E S S E T H :**

**WHEREAS**, the WVCHA requires plumbing services on a regular basis for WVCHA-owned homes, apartments, Transitional Housing Units, and all rehabilitation programs run by the WVCHA; and

**WHEREAS**, Bess is a qualified individual with the knowledge and expertise to provide these services to the WVCHA; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the parties hereby agree as follows:

### **A G R E E M E N T :**

1. Service Agreement. The WVCHA and Bess hereby agree that Bess shall provide certain professional plumbing, cooling and heating, and minor maintenance and repair services to the WVCHA. These services shall be provided pursuant to the terms and conditions set forth in this Agreement, state law, city code, and any applicable rule or regulation.
2. Services Provided by Bess. Bess hereby agrees to provide services, including, but not limited to:
  - a. Maintain furnace and cooling mechanics
  - b. Minor maintenance and repairs
  - c. Plumbing (repair and replacement)
3. Minimum Service Level. Bess agrees that he shall perform the tasks set forth above in an efficient and professional manner, and that he shall provide said services at a level consistent with the standards set forth in applicable law and the industry.
4. WVCHA Obligations. As consideration for the services provided by Bess, the WVCHA agrees to pay Bess at a rate not to exceed \$82.50 per hour upon receipt of appropriate documentation of hours.
5. Schedule. Bess shall perform services to the WVCHA on an as-needed basis.

6. Independent Contractor.

- a. Bess shall be an independent contractor and, as such, shall have no authorization, expressed or implied, to bind the WVCHA to any agreements, settlements, liability, or understanding whatsoever. Bess agrees not to perform any acts as agent for the WVCHA, except as expressly set forth in this Agreement. Bess shall not represent himself to anyone as an employee of the WVCHA, but shall only represent himself as an independent contractor.
- b. Bess shall be responsible for his own actions, specifically including liability resulting therefrom, and also including, but not limited to, benefits, insurance, workers compensation, and/or other applicable items.
- c. Bess may not provide the services set forth in this Agreement through the use of his employees, agents, or subcontractors without the written approval of the WVCHA.
- d. The WVCHA shall not provide Bess' worker's compensation insurance, unemployment compensation insurance, or health insurance. Nothing in this Agreement shall be construed as entitling Bess to any benefits, compensation, retirement, or protections provided by the WVCHA to WVCHA employees. As an independent contractor, Bess shall be responsible for personal insurance coverage and shall hold the WVCHA harmless and indemnify the WVCHA from and against any and all claims related to unemployment compensation and / or worker's compensation.

7. Term. The term of this Agreement shall run from the date of its execution for one year and at the WVCHA's discretion, shall be renewable on a month-to-month basis.

8. Termination of Agreement.

- a. Either party may terminate this Agreement without cause by giving the other party five (5) days' prior written notice.
- b. Within 48 hours of the termination of this Agreement or at the end of the term of this Agreement, Bess shall return to the WVCHA any WVCHA equipment or documents that he may have in his possession.

9. Indemnification.

- a. Bess agrees to indemnify and hold harmless the WVCHA for any damages, causes of action, costs, or claims that may arise in the performance of this Agreement that are caused by the actions or negligence of Bess.

10. Applicable Laws.

- a. Bess shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Bess' actions pursuant to this Agreement.
- b. If Bess' actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and Bess shall hold the WVCHA harmless from any and all liability arising out of, or in connection with, said violations, including any attorney's fees and costs incurred by the WVCHA as a result of such violations.
- c. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

11. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the WVCHA: West Valley City Housing Authority  
Attn: Chris Curtis  
3600 Constitution Boulevard  
West Valley City, Utah 84119

If to Director: Dave Bess Plumbing & Heating  
P.O Box 241  
Riverton, Utah 84065  
Phone: 254-0406

Either party may change its address upon notice to the other party.

- 12. WVCHA Representative. The WVCHA hereby appoints Chris Curtis, or her designee, as the WVCHA's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Bess is timely and adequately performed, and to provide for WVCHA approvals as may be required by this Agreement. The WVCHA's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.
- 13. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel, and whether incurred through initiation of legal proceedings or otherwise.
- 14. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and

this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

15. Assignment. This Agreement may not be transferred or assigned by Bess without the written permission of the WVCHA, which may be withheld at the WVCHA's sole discretion.
16. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

**IN WITNESS WHEREOF**, the parties have hereto set their hands the day and year first above written.

WEST VALLEY CITY  
HOUSING AUTHORITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

<p>APPROVED AS TO FORM WVC Attorney's Office</p> <p>By: _____</p> <p>Date: _____</p>
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STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me Dave Bess, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

NOTARY PUBLIC